

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: Engineering

Bulk Item: Yes X No     

Department: Engineering

Staff Contact Person: David Koppel, P.E.

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**AGENDA ITEM WORDING:** Approval to piggyback on Contract No. SC-0549-03 between the City of Jacksonville Department of Parks, Recreation and Entertainment and Playmore Recreational Products and Services, for procurement of skate board park equipment and installation services for Key Largo Community Park.

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**ITEM BACKGROUND:** The City of Jacksonville Department of Parks, Recreation and Entertainment solicited competitive bids to design and construct skate board parks, and awarded the contract to Playmore Recreational Products and Services. A copy of the award letter is attached. The City of Jacksonville is willing to extend its pricing contract to Monroe County to enable Monroe County to purchase equipment and services for Key Largo Community Park. The quotation from Playmore, which references the City of Jacksonville contract is attached.

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**PREVIOUS RELEVANT BOCC ACTION:** On January 19, 2005 BOCC approved the use of Park Impact fees for this project.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval as stated above

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**TOTAL COST:** \$215,934.44 **BUDGETED:** Yes X No     

**COST TO COUNTY:** \$215,934.44 **SOURCE OF FUNDS:** Park Impact Fees.

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**



David S. Koppel, PE, County Engineer

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Playmore Recreational Products and Services Contract # \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

Contract Purpose/Description:

Approval to piggy back on Contract No. SC-0549-03 between the City of Jacksonville Dept of Parks and Recreation and Playmore Recreational Products and Services for Procurement of skateboard Park equipment and installation services for Key Largo Community Park.

Contract Manager: Judy Steele 4329 Engineering #1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 7/20/05 Agenda Deadline: 7/5/05

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 215,934.44 Current Year Portion: \$ 215,934.44

Budgeted? Yes ☒ No ☐ Account Codes: 29513-5606-30-IP0501

Grant: \$ \_\_\_\_\_ 131-29513-560630-IP0501-560630

County Match: \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ 0 /yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6-27-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-27</u>
Risk Management	<u>6-29-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Saub</u>	<u>6-29-05</u>
OMB./Purchasing	_____	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Shulea A. Barker</u>	<u>6/24/05</u>
County Attorney	<u>6-30-05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>S. Hutton</u>	<u>7/5/05</u>

Comments: What meeting & corrected Contract Sent Back to Engineering & Hopefully will be collated properly for agenda. SH  
need purchasing requirements included,  
public entity, ethics & appropriations Clause.  
Need A Contract - This group of papers should be attached to the contract. Am Attaching contract & emailing. SH

Done  
7/1  
jps

FROM : Playmore

FAX NO. : 9545705475

Jul. 05 2005 04:14PM P2/9

Jul-05-2005 18:08

From-MONROE COUNTY ENGINEERING

+3052054921

T-891 P.002/008 F-848

## AGREEMENT

This AGREEMENT dated the 20th day of July, 2005, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" and Playmore Recreational Products & Services, a fictitious name for Playmore West, Inc., a Florida corporation, hereinafter "Contractor".

WHEREAS, Monroe County purchasing policies and procedures allow for the County to procure goods and services through other Florida governmental contracts, upon the same terms and conditions of those contracts, without going out for bid; and

WHEREAS, County has ascertained that Contractor can provide goods or services through the above mentioned "piggy-back" process; ;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the County and the Contractor have entered into this agreement on the terms and conditions as set forth below.

1. **AGREEMENT PERIOD.** This agreement is for the period 200 through 200. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraph 11 below.
2. **SCOPE OF AGREEMENT.** The Contractor shall provide the goods or services set forth in Attachment A, setting forth the terms of the Contractor's agreement with another governmental entity in the State of Florida.
3. **AMOUNT OF AGREEMENT AND PAYMENT.** The County shall provide an amount not to exceed \$215,934.44 for the goods or services to be provided according to Attachment A. Monroe County's obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.
4. **RECORDS.** The Contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of the Contractor to maintain appropriate records to insure a proper accounting of all funds and expenditures. The Contractor understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year contract payments will be offset by the amount of the audit exception. In the event the agreement is not renewed or supplemented in future years and an audit exception occurs after the final payment under this agreement, the

Jul-05-2005 16:08

From-MONROE COUNTY ENGINEERING

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T-881 P.003/000 F-046

Contractor will be billed by the County for the amount of the audit exception and shall promptly repay any audit exception.

**5. MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County.

**6. INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Contractor is an Independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Contractor or any of its employees, contractors, servants or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

**7. COMPLIANCE WITH LAW.** In carrying out its obligations under this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Contractor.

**8. HOLD HARMLESS/INDEMNIFICATION.** The Contractor hereby agrees to indemnify and hold harmless the BOCCO and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the County that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

**9. ANTI-DISCRIMINATION.** The Contractor agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**10. ANTI-KICKBACK.** The Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this

agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**11. TERMINATION FOR BREACH.** The County may immediately terminate this agreement for any breach of the terms contained herein, including Attachment A. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

**12. ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Contractor and the County.

**13. CONSENT TO JURISDICTION.** This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

**14. ETHICS CLAUSE:** Contractor warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

**15. PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**16. AUTHORITY:** Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Contractor below certifies and warrants that the Contractor's name in this agreement is the full name as

designated in its corporate charter (if a corporation); they are empowered to act and contract for the Contractor, and this agreement has been approved by the Board of Directors of Contractor or other appropriate authority.

17. **LICENSING AND PERMITS:** Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

18. **INSURANCE:** Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Contractor of the obligations set forth in this agreement. The insurance required under this agreement is the same as is required under the parent contract.

19. **NOTICE.** Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Contractor      Ryan J. Russell  
10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33912

For County:      Director of Engineering  
1100 Simonton Street  
Key West, FL 33040

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

(SEAL)

PLAYMORE RECREATIONAL  
PRODUCTS & SERVICES:

By: RTM  
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 7/5/05

# PLAYMORE

Recreational  
Products & Services

[www.playmoreonline.com](http://www.playmoreonline.com)

10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33912  
(239) 791-2400 (239) 791-2401 fax  
(888) 886-3757 toll free

## QUOTATION

DATE	QUOTE #
6/6/2005	7721B

NAME / ADDRESS	
Key Largo Skate Park	
Tel	Fax

APPROX SHIP	TERMS	FOB	REP	PROJECT		
8/5/2005	Net 30	Origin	JDG	Key Largo Skate Park		
ITEM	DESCRIPTION		QTY	COST	SUB-TOTAL	
Huna Designs	Woodward Ramps & Rails. Custom Skate Park Design 05HD0299B.		1	175,949.00	175,949.00	
Discount JAX	Discount. City of Jacksonville SC-0549-03. 5%			-8,797.45	-8,797.45	
Freight	Woodward Ramps & Rails. Freight to Key Largo, FL.		1	6,995.00	6,995.00	
*Price does not include installation or any additional materials or services.				SUB-TOTAL		\$174,146.55
				SALES TAX (7.5%)		\$0.00
				TOTAL		\$174,146.55

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales Tax will be charged unless a copy of a valid Sales Tax Exemption Certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

This proposal is for equipment only. Sealed engineered drawings (typically \$1,000) and additional insured status (typically \$300) are available for an additional charge unless otherwise noted. Installation, site work, etc. are not included and if desired will be quoted and contracted separately.

ACCEPTANCE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ P.O. # \_\_\_\_\_

EXHIBIT A page 1 of 5

# PLAYMORE

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(239) 791-2400 (239) 791-2401 fax  
(888) 886-3757 toll free

## QUOTATION

DATE	QUOTE #
6/6/2005	7722B

NAME / ADDRESS	
Key Largo Skate Park	
Tel	Fax

TERMS		REP	PROJECT		
Net 30		JDG	Key Largo Skate Park Installation		
ITEM	DESCRIPTION	QTY	COST	TOTAL	
Installation	Installation of Woodward Ramps & Rails Custom Skate Park Design 05HD0299B. City of Jacksonville SC-0549-03.	1	41,787.8875	41,787.89	
*Price does not include any additional materials or services.			SUB-TOTAL		\$41,787.89
			SALES TAX (7.5%)		\$0.00
			TOTAL		\$41,787.89

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice.

This proposal is for installation and related services only. No equipment is included in this proposal. Cost for building permits are not included. If required, customer is responsible for charges. Sealed engineered drawings (typically \$1,000) and additional insured status (typically \$300) are available for an additional charge unless otherwise noted.

A signed "Installation Terms and Conditions" must be completed. If this is not completed and this proposal is accepted, the "Installation Terms and Conditions" will become in effect as is without customer changes and/or notations.

ACCEPTANCE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ P.O. # \_\_\_\_\_

EXHIBIT A page 2 of 5



# Key Largo Skate Park

Design No: 05HD0299B - Modular Pricing

## 2005 Pricing

Ref. No.	Part Number	QTY	Description	Unit Weight	Unit List Price	Total Weight	Total List Price
<b>Boxes</b>							
1	ZZHN4204	2	2ft BOX THREE EDGE	253.48	1,155.00	506.96	2,310.00
2	ZZHN4301	15	3ft BOX ONE EDGE	239.06	1,015.00	3,585.90	15,225.00
3	ZZHN4302	4	3ft BOX TWO EDGE 90 DEGREE	249.48	1,095.00	997.92	4,380.00
4	ZZHN4401	6	4ft BOX ONE EDGE	245.82	1,040.00	1,474.92	6,240.00
5	ZZHN4402	1	4ft BOX TWO EDGE 90 DEGREE	256.24	1,115.00	256.24	1,115.00
6	ZZHN4403	1	4ft BOX TWO EDGE PARALLEL	257.18	1,115.00	257.18	1,115.00
7	ZZHN4404	1	4ft BOX THREE EDGE	266.66	1,185.00	266.66	1,185.00
8	ZZHN4422	1	4ft-6in BOX-ESCALATOR LEFT	517.31	3,095.00	517.31	3,095.00
9	ZZHN4423	1	4ft-6in BOX-ESCALATOR RIGHT	517.31	3,095.00	517.31	3,095.00
10	ZZHN4601	4	6ft BOX ONE EDGE	262.46	1,070.00	1,049.84	4,280.00
<b>Flat Ledges</b>							
11	ZZHN4431	2	4ft LEDGE- THREE EDGE-48in	140.78	785.00	281.56	1,570.00
12	ZZHN4527	2	5ft LEDGE- THREE EDGE- 48in	146.24	800.00	292.48	1,600.00
<b>Angled Ledges</b>							
13	ZZHN3406	2	4ft ANGLED LEDGE	300.18	2,325.00	600.36	4,650.00
14	ZZHN3506	2	5ft ANGLED LEDGE	316.87	2,425.00	633.74	4,850.00
<b>Edging</b>							
15	ZZHN1001	5	EDGING 8ft	27.00	140.00	135.00	700.00
<b>Box Sides/Panels</b>							
16	ZZHN4206	2	2ft BOX SIDE	20.53	120.00	41.06	240.00
17	ZZHN4306	5	3ft BOX SIDE	33.34	165.00	166.70	825.00
18	ZZHN4307	5	3ft BOX BACKING PANEL	33.34	145.00	166.70	725.00
19	ZZHN4406	3	4ft BOX SIDE	46.10	210.00	138.30	630.00
20	ZZHN4407	9	4ft BOX BACKING PANEL	46.10	190.00	414.90	1,710.00
21	ZZHN4506	1	5ft BOX SIDE	58.86	250.00	58.86	250.00
22	ZZHN4507	2	5ft BOX BACKING PANEL	58.86	230.00	117.72	460.00
23	ZZHN4606	2	6ft BOX SIDE	71.62	285.00	143.24	570.00
24	ZZHN4607	2	6ft BOX BACKING PANEL	71.62	265.00	143.24	530.00
<b>Doors</b>							
25	ZZHN4024	2	6ft DOOR	115.41	535.00	230.82	1,070.00
<b>Ledge Sides</b>							
26	ZZHN3407	2	4ft ANGLED LEDGE SIDE - LEFT	76.93	575.00	153.86	1,150.00
27	ZZHN3408	2	4ft ANGLED LEDGE SIDE -RIGHT	76.93	575.00	153.86	1,150.00
28	ZZHN3507	2	5ft ANGLED LEDGE SIDE - LEFT	111.40	645.00	222.80	1,290.00
29	ZZHN3508	2	5ft ANGLED LEDGE SIDE - RIGHT	111.40	645.00	222.80	1,290.00
<b>Short Sides</b>							
30	ZZHN4000	6	1ft SHORT SIDE	14.19	80.00	85.14	480.00
31	ZZHN4001	2	2ft SHORT SIDE	29.69	115.00	59.38	230.00
<b>Wedges</b>							
32	ZZHN3201	2	2ft WEDGE - LEFT EDGE	488.65	1,495.00	977.30	2,990.00
33	ZZHN3202	2	2ft WEDGE - RIGHT EDGE	488.65	1,495.00	977.30	2,990.00
34	ZZHN3300	10	3ft WEDGE - NO EDGE	444.52	1,775.00	4,445.20	17,750.00
35	ZZHN3301	3	3ft WEDGE - LEFT EDGE	469.76	1,875.00	1,409.28	5,625.00
36	ZZHN3302	3	3ft WEDGE - RIGHT EDGE	469.72	1,875.00	1,409.16	5,625.00

Play Designs

PLAYWORLD

Climbing  
WALLS

WOODWARD

LifeTrail

Friday, June 03, 2005

1

www.playworldsystems.com

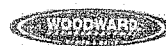
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# Key Largo Skate Park

Design No: 05HD0299B - Modular Pricing

## 2005 Pricing

Ref. No.	Part Number	QTY	Description	Unit Weight	Unit List Price	Total Weight	Total List Price
37	ZZHN3312	1	3ft CORNER WEDGE - NO EDGING	1,264.46	5,665.00	1,264.46	5,665.00
38	ZZHN3400	1	4ft WEDGE - NO EDGE	504.64	1,835.00	504.64	1,835.00
39	ZZHN3401	2	4ft WEDGE - LEFT EDGE	533.00	1,965.00	1,066.00	3,930.00
40	ZZHN3402	1	4ft WEDGE - RIGHT EDGE	533.00	1,965.00	533.00	1,965.00
<b>Wedge Sides</b>							
41	ZZHN3204	2	2ft WEDGE SIDE - LEFT	16.69	130.00	33.38	260.00
42	ZZHN3205	2	2ft WEDGE SIDE - RIGHT	16.69	130.00	33.38	260.00
43	ZZHN3304	3	3ft WEDGE SIDE - LEFT	30.22	165.00	90.66	495.00
44	ZZHN3305	3	3ft WEDGE SIDE - RIGHT	30.22	165.00	90.66	495.00
45	ZZHN3404	2	4ft WEDGE SIDE - LEFT	45.05	210.00	90.10	420.00
46	ZZHN3405	1	4ft WEDGE SIDE - RIGHT	45.05	210.00	45.05	210.00
<b>Coped QPs</b>							
47	ZZHN2312	1	3ft COPED QUARTERPIPE LEFT EDGE	346.48	1,525.00	346.48	1,525.00
48	ZZHN2313	1	3ft COPED QUARTERPIPE RIGHT EDGE	346.48	1,525.00	346.48	1,525.00
49	ZZHN2317	1	3ft COPED QUARTERPIPE TWO EDGE	364.43	1,625.00	364.43	1,625.00
50	ZZHN2411	4	4ft COPED QUARTERPIPE - NO EDGE	380.58	1,520.00	1,522.32	6,080.00
51	ZZHN2412	1	4ft COPED QUARTERPIPE LEFT EDGE	401.95	1,645.00	401.95	1,645.00
52	ZZHN2420	1	4ft-6in COPED QUARTERPIPE ESCALATOR LEFT	907.09	4,245.00	907.09	4,245.00
53	ZZHN2421	1	4ft-6in COPED QUARTERPIPE ESCALATOR RIGHT	907.09	4,245.00	907.09	4,245.00
54	ZZHN2611	2	6ft COPED QUARTERPIPE - NO EDGE	478.49	1,875.00	956.98	3,750.00
55	ZZHN2612	1	6ft COPED QUARTERPIPE LEFT EDGE	506.06	2,015.00	506.06	2,015.00
56	ZZHN2613	1	6ft COPED QUARTERPIPE RIGHT EDGE	506.06	2,015.00	506.06	2,015.00
<b>Coped QP Sides</b>							
57	ZZHN2303	2	3ft COPED QUARTERPIPE SIDE- LEFT	14.02	140.00	28.04	280.00
58	ZZHN2304	2	3ft COPED QUARTERPIPE SIDE- RIGHT	14.02	140.00	28.04	280.00
59	ZZHN2403	1	4ft COPED QUARTERPIPE SIDE- LEFT	21.37	175.00	21.37	175.00
60	ZZHN2603	1	6ft COPED QUARTERPIPE SIDE- LEFT	33.65	335.00	33.65	335.00
61	ZZHN2604	1	6ft COPED QUARTERPIPE SIDE- RIGHT	33.65	335.00	33.65	335.00
<b>Coping</b>							
62	ZZHN2000	1	COPING 4ft	15.07	95.00	15.07	95.00
63	ZZHN2001	1	COPING 8ft	28.10	115.00	28.10	115.00
64	ZZHN2006	3	COPING 4ft SECTION	14.07	77.00	42.21	231.00
65	ZZHN2007	1	COPING 8ft SECTION	27.30	140.00	27.30	140.00
66	ZZHN2012	2	COPING CAP KIT	3.50	30.00	7.00	60.00
67	ZZHN2013	4	COPING CONNECTOR KIT	2.05	20.00	8.20	80.00
<b>Regular QPs</b>							
68	ZZHN2405	1	4ft QUARTERPIPE - NO EDGE	392.18	1,585.00	392.18	1,585.00
69	ZZHN2407	1	4ft QUARTERPIPE - RIGHT EDGE	412.99	1,825.00	412.99	1,825.00
<b>Regular QP Sides</b>							
70	ZZHN2410	1	4ft QUARTERPIPE SIDE - RIGHT	19.50	220.00	19.50	220.00
<b>Transition Plate</b>							
71	ZZHN0800	42	TRANSITION PLATE	45.08	145.00	1,893.36	6,090.00
<b>Stairs</b>							
72	ZZHN1201	2	3ft STAIRS	451.22	2,575.00	902.44	5,150.00
<b>Stair Sides</b>							
73	ZZHN1203	1	3ft STAIR SIDE RIGHT	18.18	150.00	18.18	150.00



# Key Largo Skate Park

Design No: 05HD0299B - Modular Pricing

## 2005 Pricing

Ref. No.	Part Number	QTY	Description	Unit Weight	Unit List Price	Total Weight	Total List Price
<b>Stair Handrails</b>							
74	ZZHN0400	1	3ft STAIR HANDRAIL	53.16	265.00	53.16	265.00
<b>Box Mount Grind Rails</b>							
75	ZZHN0303	1	10in x 12ft RECTANGULAR GRIND RAIL FOR 2ft BOX AND WEDGE	90.94	565.00	90.94	565.00
76	ZZHN0306	1	15in x 17ft RECTANGULAR GRIND RAIL FOR 3ft BOX AND WEDGE	162.13	720.00	162.13	720.00
<b>Independent Grind Rails</b>							
77	ZZHN0014	1	GRIND RAIL- 1ft 3in x 8ft RECTANGULAR PERMANENT	53.00	225.00	53.00	225.00
78	ZZHN0016	1	GRIND RAIL - 1ft 3in X 8ft ROUND PERMANENT	38.00	135.00	38.00	135.00
79	ZZHN0089	1	GRIND RAIL - 1ft 3in X 13ft RECTANGULAR PERMANENT CURVED	91.00	385.00	91.00	385.00
<b>Grind Boxes</b>							
80	ZZHN4103	1	12in GRIND BOX WITH COPING	316.33	1,195.00	316.33	1,195.00
<b>Skateable Table/Bench</b>							
81	ZZHN0183	1	SKATEABLE BENCH - 71.in X 24.00in X 15.60in	162.62	725.00	162.62	725.00
82	ZZHN0184	1	SKATEABLE TABLE - TALL	405.51	1,795.00	405.51	1,795.00
<b>Railings</b>							
83	ZZHN4012	21	RAILING STANDARD	47.40	185.00	995.40	3,885.00
84	ZZHN4021	1	4ft-6in RAILING-ESCALATOR LEFT	99.21	585.00	99.21	585.00
85	ZZHN4022	1	4ft-6in RAILING-ESCALATOR RIGHT	99.21	585.00	99.21	585.00
86	ZZHN4025	6	RAILING OUTSIDE CORNER	6.23	28.00	37.38	168.00
87	ZZHN4037	1	RAILING- 1ft RISE LEFT	53.02	285.00	53.02	285.00
<b>Anchor Kits</b>							
88	ZZHN0904	2	BOX AND RAMP ANCHOR KIT	1.90	25.00	3.80	50.00
89	ZZHN0905	2	GRIND BOX AND STAIR ANCHOR KIT	0.90	20.00	1.80	40.00
<b>General Kits</b>							
90	ZZHN0901	1	SKATE PARK TOOL AND ADDITIONAL PARTS KIT w/AEROSOL	8.40	0.00	8.40	0.00
91	ZZHN0903	1	SKATE PARK MAINTENANCE KIT w/ AEROSOL	10.50	0.00	10.50	0.00
92	ZZHNOM	1	OWNER'S MANUAL	0.50	0.00	0.50	0.00
<b>Grand Total:</b>				40,220.46	\$175,949.00		



Friday, June 03, 2005

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www.playworldsystems.com

EXHIBIT A

page 5 of 5

Monroe County  
Purchasing Requirements

Florida Statutes Chapter 287.0582, all contracts that bind Monroe County for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year must have the following statement included in the contract. ***"Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC."***

## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

DEPARTMENT OF PARKS, RECREATION AND ENTERTAINMENT  
Planning, Research and Grants Division



SC-0549-03 "Price Agreement Contract for Park and Playground Equipment"  
Renewal Agreement

Date: 3-28-05

Company Name: Playmore Recreational Products and Services

Address: 10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33912

The undersigned authorized representative of the company above agrees ☒ does not agree ☐ to exercise the second of two (2) renewal options of SC-0549-03 for the period of June 1, 2005 through May 31, 2006, understanding that no other terms of the contract change, including discount percentages submitted for the original bid.

If the renewal option is exercised, the undersigned further agrees to maintain insurance coverage as set forth in the original bid and to submit, with this renewal document, a Workman's Compensation insurance certificate showing the city as additional insured.

Printed Name: LUKE RUSSELL

Signature: [Handwritten Signature]



851 N. Market Street, Jacksonville, Florida 32202  
Phone (904) 630-3586 Fax (904) 630-3562 [www.coj.net](http://www.coj.net)  
Recipient of the 2001 Governor's Sterling Award

**DEPARTMENT OF PROCUREMENT****NOTIFICATION OF AWARD AND RELATED ACTIONS****DATE: 6/1/2004**

**ADDRESS: Playmore Recreational Products and Services**  
**Attn: Ryan J. Russell**  
**10271 Deer Run Farms Road, Suite 1**  
**Fort Myers, Florida 33912**

**BID# SC-0549-03****TITLE: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT**

Ladies/Gentlemen:

- ☒ You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.
- ☐ Performance Bond in the amount of \$ \_\_\_\_\_ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

**CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.**  
***THIS IS NOT AN ORDER.***

Awarded as follows:

**1st Renewal Option - June 01, 2004 thru May 31, 2005.**

☐ You are not a successful bidder. Bids are available for inspection in the Department of Procurement.

☐ Bid security is herewith returned; Check # \_\_\_\_\_ Amount \_\_\_\_\_

Sincerely,

  
**SANDY AVERELL**

St. James City Hall, 117 West Duval Street, Suite 335  
Jacksonville, Florida 32202  
Phone: (904)630-1184 Fax: (904)630-2151



05/31/2005 09:42 2397912401

PLAYMORE

PAGE 03

SUBJECT: PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID# SC-0549-03

OPEN DATE: 4/23/03

**GENERAL GOVERNMENT AWARDS COMMITTEE**

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT EFFECTIVE JUNE 1, 2003 THROUGH MAY 31, 2004 WITH TWO (2) ONE (1) -YEAR RENEWAL OPTIONS.

FOR: RECREATIONBASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED BIDDERSNUMBER OF BIDS INVITED 30 NUMBER RECEIVED 22 OTHER 3**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

TO ALL VENDORS LISTED ON THE ATTACHED BID TABULATION SHEET FOR A SOURCE OF SUPPLY TO FURNISH, DELIVER, AND THE INSTALLATION OF PARKS AND PLAYGROUND EQUIPMENT AS LISTED IN THE CATALOGS SUPPLIED BY THE VENDORS AT DISCOUNTS PROVIDED ON BIDS.

ATTACHMENTS: 1) BID TABULATION  
2) MEMO FROM PARKS, RECREATION & ENTERTAINMENT DIVISION  
3) SCOPEBUYER: Sandy Averell  
SANDY AVERELLRESPECTFULLY SUBMITTED: Jacobs H. GibbsJacobs H. Gibbs, Chief  
Procurement and SupplyCONCURRENCE BY: PHILIP J. BRUCE, DIVISION CHIEF, PARKS RECREATION & ENTERTAINMENT(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)  
ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE

MEMBERS APPROVING

MEMBERS DISAPPROVING

DATE: MAY 29 2003

OTHER:

ACTION OF AWARDING AUTHORITY

DATE: 5/29/03

APPROVED

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Stacy Jones

**PRICE AGREEMENT CONTRACT FOR PARK AND PLAY EQUIPMENT**  
**CONTRACT NO. SC-0549-03**  
**EFFECTIVE 6/1/03 FOR ONE YEAR, WITH TWO RENEWAL OPTION YEARS**

Playmore Recreational Products and Services  
 10271 Deer Run Farms Road, Suite 1  
 Fort Myers, FL 33912  
 239-791-2400  
[info@playmoreonline.com](mailto:info@playmoreonline.com)  
 Ryan Russell, Luke Russell, Terry Perkins

Manufacturer	Product Description	Discount Allowed from MSRP	Installation: Fixed % of Cost After Discount
All Star Bleachers	Bleachers	10%	35%
Americana Building Products	Shelters	5%	Priced by Project
Apollo Sunguard Systems, Inc.	Shade Structures	5%	50%
Enwood Structures, LLC	Shelters	5%	Priced by Project
FairWeather Site Furnishings	Site Furnishings, Bollards, Bike Racks	5%	40%
Huna Designs – Woodward Ramps and Rails	Skateparks	5%	25%
Madrax	Bike Racks, Lockers, Bollards	5%	40%
Playworld Systems	Play Equipment, Site Amenities, Bike Racks	10%	35%
Rain Drop Products, LLC	Water Play Equipment	0%	Priced by Project
SofSurfaces, Inc.	Playground Surfaces	15%	40%
SportsPlay Equipment, Inc.	Play Equipment, Site Amenities, Sports Equipment	10%	40%
Webcoat Products	Site Amenities	5%	40%
Zeager Hardwood – Woodcarpet Products	Playground Surfaces	0%	75%